

END USER LICENSE AGREEMENT FOR THE BLOCS APPLICATION

This licence agreement (Licence) is a legal agreement between you (**Licensee** or **you**) and the Cazoobi Limited (**Licensor, us** or **we**) for the Blocs and Blocs Plus software licensed to you through Paddle.

Our company details are displayed here and in the confirmation email sent to you after the purchase is completed.

This Licence is for:

- either:
 - o the Blocs software licensed to you through Paddle, and the data supplied with the digital product (together the **Full Product**); or
 - o the Blocs Plus software licensed to you through Paddle, and the data supplied with the digital product (together the **Full Product**); or
 - o the trial Blocs software licensed to you through the Paddle, and the data supplied with the digital product (together the **Trial Product**),for the purposes of this Licence, the term **Product** shall apply to either a Full Product or a Trial Product (as the case may be); and
- (where it has been made available to you) the online and/or electronic documentation relating to the Product (**Documentation**).

We license use of the Product and Documentation to you on the basis of this Licence. We do not sell the Product or Documentation to you. We remain the owners of the Product and Documentation at all times.

We make our Full Product available on the basis of a **Personal Licence** or **Student/NPO License**. The description of the relevant Product on the webpage www.blocsapp.com (**Item Description**) will indicate

whether you are downloading a Trial Product or purchasing a Full Product which is subject to a Personal Licence or a Student/NPO License.

We may amend this Licence from time to time. On each separate occasion that you purchase or download a Product, please check this Licence to ensure that you understand the terms that apply to the Product you are downloading at that time. We recommend that you print a copy of the Licence applicable at the time for future reference. This Licence was most recently updated on 21/11/2020.

OPERATING SYSTEM REQUIREMENTS & OPERATING INSTRUCTIONS

To be able to use the Product, you will need a computer or other device that meets the minimum operating system requirements provided in the Item Description. You must comply with any operating instructions we provide in the Documentation and follow the following activation instructions (**Activation Instructions**):

- in order to activate the Product on your computer system, the Product will first need to connect with the server of the Licensor;
- once activated, the Product will run offline but will be required to connect to the servers of the Licensor at least once every 30 days; this will happen automatically in the background when the Product is started without you having to log in or take any further action.

CHANGES TO THE LICENCE

We may need to change the terms of the Licence from time to time in which case we will notify you of the change when you use the Product.

If you do not accept the notified changes, you may continue to use the Product in accordance with the existing terms but certain new features may not be available to you.

CONSUMER AND BUSINESS USERS

Certain terms of this Licence apply only to consumer Licensees or only to business Licensees.

As defined in the Consumer Rights Act 2015, "a consumer is an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession" (**Consumer**). If you intend to use the Product for purposes which fall outside the above definition, then you are a business user (**Business**).

If you are a Consumer, all terms in regular font and underlined font apply to you. If you are a Business, all terms in regular font and in italics apply to you.

Any reference in this Licence to a person is a reference to either or both a Consumer and/or a Business (**Person**).

1. **GRANT AND SCOPE OF LICENCE**

- 1.1. In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, perpetual, non-transferable licence to use the Product and the Documentation on the terms of this Licence.
- 1.2. Where we make a **Trial Product** available to you, we do so on a free trial basis.
- 1.3. Where this Licence applies to a Trial Product, you acknowledge and agree that:
 - (a) the licence granted at clause 1.1 shall be restricted to the effect that you may only use the Trial Product:
 - (i) solely for the purpose of evaluating the Product;
 - (ii) the trial is indefinite and not a fully featured trial;
 - (b) you may only make such copies of the Trial Product as are strictly necessary to evaluate the Trial Product or for back-up purposes, but not for any other purpose and you may only download the Trial Product on one device.
- 1.4. Where the subject of this Licence is a Full Product, you may:
 - (a) use any Documentation in connection with the Licence and make up to two copies of the Documentation as are reasonably necessary for its lawful use;
 - (b) when the Product is a website template, use the Product to create one or more Website(s) for yourself or another Person(s);

- (c) when the Product is an individual item of digital content (e.g. font, audio or visual file, or image), incorporate that Product in the creation of one or more Website(s) for yourself or another Person(s);
 - (d) use the Website(s) you created using the Product by yourself, or sell, license, gift, or otherwise make that/those Website(s) available to any Person(s), provided that that/those Person(s) agree(s) to comply with the terms of this Licence.
- 1.5. In addition to the rights and restrictions set out in clause 1.4, where you have purchased a Personal Licence for a Full Product you may:
- (a) only install the Product on two devices owned or leased by you;
 - (b) provided the Product is used at any time on only two devices owned or leased by you, transfer the relevant Product from one device to another.
- 1.6. Some Products may be partially subject to a GNU General Public License (GPL) or another open-source licence even if the Product was entirely created by us. If so, the component of the Product subject to an open source licence will be identified by us in the Item Description on the product page and all terms and conditions for open source parts that are used in the Product can be viewed here. In such cases the open source licence shall apply to the extent that is determined by the open source licence terms and conditions (and can only be used in accordance with those terms and conditions), and this Licence shall apply to the rest of the Product.
- 1.7. The Product may allow you to access third party solutions (such as content management systems) (**Third Party Solutions**). The owners of any Third Party Solutions keep all relevant proprietary rights in their own solutions and all copies of it. If you use any Third Party Solutions, you accept that it is your responsibility to check the terms and conditions relating to your use of that solution and to keep to any such terms and conditions.
- 1.8. If you hold a Student/NPO license you are not permitted to sell the websites created. Should you wish to sell the websites you create then a full personal license would need to be purchased.

2. **Restrictions**

Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Product or the Documentation, except where such copying is incidental to normal use of the Product or where it is necessary for the purpose of back-up or operational security, or directly related to the activities provided in clause 1.4;
- (b) to keep all copies of the Product and the Documentation secure;
- (c) not to provide, or otherwise make available, the Product or the Documentation in any form, in whole or in part to any Person otherwise than in accordance with clause 1;
- (d) save for the purposes expressly permitted in clause 1.4, not to adapt, alter, develop or otherwise modify the Product;
- (e) not to redistribute the Product otherwise than in the form of the Website created using the Product, as permitted in clause 1.4 and, for the avoidance of doubt, not to adapt, alter, develop or otherwise modify the Product and redistribute it as digital content of the same type as the Product whether separately, or bundled up with, or incorporated into other items (e.g. as an audio compilation, or as a library of tools);
- (f) not to extract a single component (or selected components) of the Product and use it/them on a stand-alone basis (i.e. otherwise than as an integral part of the Website) unless, and to the extent as, such component(s) is/are covered by an open-source licence, in which case your right to extract and use such component(s) is as provided in the relevant open-source licence;
- (g) when the Product is, or incorporates, an audio or video file, not to broadcast, publish, sell, license, sub-license, rent, transfer, transmit, distribute or redistribute any such file or its part in any format otherwise than as permitted in clause 1.4(c);
- (h) when the Product is, or incorporates, an audio or video file (**Media File**), not to edit, modify, adapt or alter any such file or its part, or create any derivative work incorporating any such file of its part;
- (i) to the extent that a Website incorporates software (including but not limited to a Media File) which is subject in whole or in part to a GNU General Public License (GPL) or another

open-source licence, you acknowledge and agree that the relevant open source licence shall apply and can only be used in accordance with the terms and conditions of that licence. Where you make that Website available to any Person pursuant to clause 1.4(d), you undertake to give that Person notice in writing of the inclusion of the open source software and the application of the terms and conditions of the relevant open source licence;

- (j) not to use the Product in a logo, trademark or service mark;
- (k) not to use the Product or the Documentation for in any way that is unlawful or in breach of any Person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;
- (l) to comply with all applicable technology control or export laws and regulations;
- (m) to ensure that any employee, agent, worker, contractor, consultant or similar who you allow to use the Product (**Authorised User**) does so in accordance with the terms and conditions of this Licence;
- (n) to be responsible for any Authorised User's acts and omissions in connection with this Licence and shall indemnify us for any loss or damage incurred or suffered by us as a result of their acts and omissions.

3. **Support**

- 3.1. In respect of Products which are not Trial Products, we shall provide to you the technical support described below for the period of 6 consecutive months from the day of the purchase of the Product licence (**Standard Support**):
 - (a) if you cannot find an answer to your question on the Blocs Knowledge Base you may contact us at our online support desk, and we shall use reasonable endeavours to assist you in the resolution of the issue; and/or
 - (b) if you need assistance with a technical issue, you may contact us at our online support desk and we shall use reasonable endeavours to assist you in the resolution of such technical issue.
- 3.2. The Standard Support shall not be transferable to any other Person.
- 3.3. We do not provide any support services (including Standard Support or Additional Support) in respect of Trial Products or

Third Party Solutions.

4. **Intellectual property rights**

- 4.1. You acknowledge that all intellectual property rights in the Product and the Documentation throughout the world belong to us, that rights in the Product and the Documentation are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Product or in any improvements or modifications to the Product or the Documentation other than the right to use the Product (as improved or modified) and the Documentation in accordance with the terms of this Licence.
- 4.2. You acknowledge that you have no right to have access to the Product in source code form.

5. **Warranty**

- 5.1. Subject to clause 5.7, if you are a Consumer Licensee, we warrant for the period specified in clause 5.2 that to the best of our knowledge:
 - (a) the Product is (at the time it is made available for you to download) free from defects in design under normal use;
 - (b) the Product will, when properly used on an operating system for which it was designed and when the Activation Instructions have been fully complied with, perform substantially in accordance with the functions described in the Documentation;
 - (c) the Documentation correctly describes the operation of the Product in all material respects for a period of 90 days from the date of the purchase on Paddle.
- 5.2. Subject to clause 5.7, if, within 90 days from the date of the relevant purchase on Paddle (**Warranty Period**), you notify us in writing of any defect or fault in the Product, we will, at our sole option, either repair or replace the Product free of charge, or refund the purchase price to you, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.
- 5.3. Nothing in this Licence will affect a Consumer Licensee's legal rights (including in relation to getting a refund from Paddle in relation to payments made for defective products).
- 5.4. Subject to clause 5.7, if you are a Business, we warrant that to the best of our knowledge:

- (a) the Product is (at the time it is made available for you to download) free from material defects in design under normal use;
 - (b) the Product will, when properly used on an operating system for which it was designed and when the Activation Instructions have been fully complied with, perform substantially in accordance with the functions described in the Documentation;
 - (c) the Documentation correctly describes the operation of the Product in all material respects for a period of 60 days from the date of the purchase on Paddle.
- 5.5. Subject to clause 5.7, if, within 60 days from the date of the relevant purchase on Paddle (**Warranty Period**), you notify us in writing of any defect or fault in the Product, we will, at our sole option, either repair or replace the Product free of charge, or refund the purchase price to you, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.
- 5.6. The repair or replacement of defective Product during the Warranty Period shall not as regards to that Product extend the original Warranty Period.
- 5.7. The warranty does not apply and we shall have no responsibility to you pursuant to clause 5.2 or clause 5.5 (as the case may be):
- (a) if the defect or fault in the Product results from you having altered or modified the Product (including by integrating it with a Third Party Solution);
 - (b) if the defect or fault in the Product results from you having used the Product in breach of the terms of this Licence (including but not limited to by failing to fully comply with the Activation Instructions);
 - (c) if the Product is a Trial Product.
6. **Our responsibility for loss or damage suffered by you**
- 6.1. If you are a Consumer Licensee:
- (a) **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at

the time this Licence was made, both we and you knew it might happen.

- (b) **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.
- (c) **When we are liable for damage to your property.** If our defective Product licensed to you through Paddle damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- (d) **We are not liable for business losses.** The Product is for domestic and private use. If you use the Product for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- (e) **We are not liable for losses arising from your use of Third Party Solutions.**

6.2. Where an open-source licence partially applies to the Product (as described in clause 1.6), the component of the Product to which such open licence applies is provided by us “as is”, and expressly subject to the disclaimers in clause 6.1 above.

6.3. If you are a Business Licensee:

- (a) nothing in this Licence shall limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation;
- (b) except to the extent that it cannot be lawfully excluded or limited by law, all terms implied by statute or common law or otherwise are excluded;
- (c) subject to clauses 6.3(a), we shall not be liable to a Business Licensee whether in contract, tort (including negligence), breach of statutory duty, or otherwise for:
 - (i) any loss arising in connection with a Third Party Solution;

- (ii) any loss arising in connection with the grant and/or operation of this Licence where the Licence relates to a Product which is provided free of charge (for example, a Trial Product);
- (iii) any indirect or consequential loss arising in connection with the grant and/or operation of this Licence;
- (d) subject to clause 6.3(a), our total liability to you whether in contract, tort (including negligence) or otherwise in connection with this Licence shall in no circumstances exceed a sum equal to the fee paid by you to purchase the licence of the relevant Product.

6.4. Where an open-source licence partially applies to the Product (as described in clause 1.6), the component of the Product to which such open licence applies is provided by us “as is”, and expressly subject to the disclaimers in clause 6.3 above.

6.5. You acknowledge that the Product has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Product as described in the Documentation meet your requirements.

7. **Termination**

7.1. Where the Licence relates to:

- (a) a Product which is not a Trial Product, we may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days of the service of written notice requiring you to do so;
- (b) a Trial Product, we may terminate the Licence immediately on written notice to you.

7.2. Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must cease all activities authorised by this Licence; and
- (c) you must immediately delete or remove the Product from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Product then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

8. **Communications between us**

6.1. If you wish to contact us in writing, or if any condition in this

Licence requires you to give us notice in writing, you can submit this to us at our online support desk. We will confirm receipt of this by contacting you in writing, normally by email.

- 6.2. If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

9. **Other important terms**

- 9.1. We only use any data (including personal data) we collect through your use of the Product in the ways set out in our privacy policy.

- 9.2. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Licence.

- 9.3. You may only transfer your rights or your obligations under this Licence to another Person if we agree in writing, or in accordance with clause 1.4(d).

- 9.4. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

- 9.5. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 9.6. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- 9.7. If you are a Consumer Licensee:

(a) These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

(b) If you are not happy with how we have handled any complaint, you may submit your complaint for online alternative dispute resolution to the European Commission Online Dispute Resolution Platform. Alternative dispute

resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

- 9.8. If you are a Business Licensee any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.